

**Bold= Additional Changes by Philip Morris**

*JSG=Italic changes*

April 23, 1996

«hon.» «first» «last»  
«title»  
«club»  
«address 1» «address 2»  
«city», «state» «zip»

**Re: Club Benson & Hedges 1996**

The following Letter Agreement, when signed by both parties, shall constitute the full and complete agreement between «club» ("Club") and John Schreiber Group, Inc. ("Producer"), relating to certain musical performances sponsored by Philip Morris, Incorporated. ("Sponsor") on behalf of it's Benson & Hedges Brand ("Program"). It is understood and agreed as follows that:

1. Club shall use it's best efforts to provide the best possible atmosphere and environment for the ("Program") and will ensure the successful transformation of the club into "Club Benson & Hedges".
2. **Club warrants that Club has all rights necessary to provide Producer and Sponsor with unrestricted access** and use of the venue located at «address 1» «address 2», «city», «state» with a capacity of not less than 500.
3. Club grants Producer the exclusive right to conduct concerts in the venue on date(s) designated by the Producer subject to the approval of the club of which approval will not be unreasonably withheld. The number of concerts and approved dates are listed on exhibit A. Producer will provide all talent to perform the concerts. Producer will control all talent billing.
4. The type of tickets to be sold and method of selling tickets to the public are subject to the advance approval of Producer and **tickets** will not be sold for more than \$15.00.
5. Club agrees to provide the Producer with thirty (30) complimentary tickets for each **concert**. Producer has the right to purchase, prior to public sale, a maximum of [# TBD] additional tickets to each concert for reserved or front seating.
6. Club is entitled to all net ticket revenue generated by each **concert**, with the sole exception of charitable contributions. At the request of the Producer, a maximum of one dollar of the net revenue from each ticket sold for each **concert** will be contributed to a charitable organization selected by Sponsor.

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7. Upon the completion of each concert, Club will deliver to Producer an accounting of ticket revenues received in connection with the concert.
8. Club guarantees Club Benson & Hedges exclusive stage signage on the date of the concert(s).
9. Club shall provide advance notice to Producer of any permanent competing tobacco signage in the venue during the Program engagement.
10. Presenter shall hang Club Benson & Hedges signage on stage in concert venue and in mutually agreeable locations during entire run of **program**.
11. Club shall allow as required the use of Producer's lighting designer and lighting package.
12. Club shall display Club Benson & Hedges brochures, counter cards, posters and banners in mutually agreeable locations during the entire run of **program**.
13. Club shall use Benson & Hedges plastic cups, ashtrays, napkins and stirrers and agrees to allow Benson & Hedges to **conduct** pack sales on premises and have **branded** incentive distribution rights throughout the concert.
14. Club shall arrange security for Sponsor's materials and equipment at «club» and agrees that same may not be modified, moved or removed without the permission of Producer or Sponsor. Producer will reimburse **Clubs for** expenses approved in advance by Producer in connection with the safe and secure storage of the materials and equipment.

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15. Club agrees to provide at club's own expense on the date and at the time of the concert all that is necessary for the proper presentation of the concert at «club» with the sole exception of talent the venue will be lighted, clean, and in good order, including, without limitation, stage curtains, public address system in perfect working condition, including microphones in number and quality required, dressing rooms, all necessary electricians, stage hands and security personnel for the concert and all lighting and sound checks, all licenses (including necessary liquor and musical performing rights) as well as all lighting, sound, trusses, backline and other equipment and personnel.
16. **Club is responsible for all artist hotel as required to produce the concert and as required by the artist rider contract.**
17. Club will be responsible for supplying all meals and catering as required by Artist Contract Rider and club staff needs.
18. Club will provide an on-site location for artist interviews and media receptions and a secure area for artist dressing room accommodations. The club shall also provide a VIP seating area for a minimum of 30 seated people **to be designated by Producer.**
19. Club will provide Producer and/or artists with proper access to club for equipment load in, to conduct sound and light checks, access to pre and/or post concert receptions and interviews, equipment load out and such other promotional activities related to the concert (s) that Producer may require.
20. Producer shall support the concert with selected listings in Program brochure, certain paid advertising and public relations materials.
21. Club shall, in all of its advertising, promotions and D.J. stage announcements make best efforts to refer to the concert as part of Club Benson & Hedges.
22. Club shall not be required to endorse Sponsor or Sponsor's products. However, presenter agrees that during the Term club shall not denigrate Sponsor or Sponsor's products, or the tobacco industry in general. Failure to abide by the terms of this paragraph shall be termed an incurable breach of this agreement.

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23. *Club agrees to host no other tobacco sponsored program 30 days prior to or subsequent to the Club Benson & Hedges Program*
24. Club shall make no comment to the media regarding the Program and shall refer such media inquiries to: Karen **Daragan**, Manager of Media Affairs Planner, Philip Morris at (212) 880-4146 weekday business hours or (212) 880-5000 on weekends and holidays.
25. *Club hereby indemnifies and agrees to hold harmless Producer, Sponsor, and their respective employees, officers, agents, and representatives in connection with any claim, demand or liability arising out of or connected with any breach or alleged breach by club of agreement, representation or warranty made by Club, and agrees to reimburse Producer and Sponsor on demand in connection with any such claim, demand or liability to which the foregoing indemnification applies. [shall hold the Producer and Sponsor harmless against any and all claims that could arise as a result of the actions or omissions of the Club, their officers, agents, directors and employees.]*
26. Within fifteen (15) days after execution of this Agreement, Club shall file with Producer and Sponsor certificates of insurance, with Producer and Sponsor named as additional insureds on all policies including auto, and with insurers acceptable to Producer, which will not be unreasonably withheld, evidencing coverage for:
- a) comprehensive general liability coverage, including advertising and personal injury coverage, blanket contractual, participants, spectators' and liquor liability with a combined single limit of no less than \$1,000,000 per occurrence and in the aggregate for bodily injury, and property damage;
  - b) statutory workers' compensation coverage meeting all state and local requirements, including coverage for employers liability with limits of no less than \$1,000,000; with a waiver of subrogation included in favor of Producer and Sponsor.
  - c) Comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with bodily injury limits of no less than \$1,000,000 per person, \$1,000,000 per accident, and property damage limits of no less than \$1,000,000 per accident. This also extends and shall include any and all third parties that are involved.

The insurance certificates must state that Producer and Sponsor will be provided at least thirty days' advance, written notice of a cancellation. All coverage's listed above will be primary and will include a non-contribution clause.

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- d) This contract must be included under the blanket contractual portion of the general liability policy.

27. Club **acknowledges** that it is aware of the provisions of Title 15, §§ 1331 et seq. of the United States Code.

Please indicate your acceptance **and agreement** to this Letter Agreement by signing below the words "AGREED AND ACCEPTED" below.

Sincerely,

JOHN SCHREIBER GROUP, INC.

AGREED AND ACCEPTED:  
«CLUB»

By: \_\_\_\_\_  
John Schreiber  
President

By: \_\_\_\_\_  
«first» «last»  
«title»

Date: \_\_\_\_\_

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